

MANDERSON, SCHAFER & MCKINLAY LLP  
Special Corporate Counsel for Rock & Republic Enterprises, Inc.  
and Triple R, Inc.  
Debtors and Debtors-in-Possession  
4695 MacArthur Court, Suite 1270  
Newport Beach, CA 92660  
(949) 788-1036  
William C. Manderson, Esq.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT NEW YORK

- - - - -  
In re:

X Chapter 11

ROCK & REPUBLIC ENTERPRISES, INC., Case No. 10-11728 (AJG)  
et al., (Jointly Administered)

Debtors.

- - - - -  
**COVER SHEET PURSUANT TO UNITED STATES TRUSTEE  
GUIDELINES FOR REVIEWING APPLICATIONS FOR INTERIM  
COMPENSATION AND REIMBURSEMENT OF EXPENSES FILED  
UNDER 11 U.S.C. §§ 328 AND 330**

**NAME OF APPLICANT:** **Manderson, Schafer & McKinlay LLP**

**TIME PERIOD:** April 1, 2010 through July 31, 2010 ("Fee Period")

**ROLE IN THE CASE:** Special Corporate Counsel to the Debtors

**DATE OF RETENTION:** April 30, 2010, effective as of April 1, 2010

**APPLICATION<sup>1</sup>:** \$93,130.20

**PRIOR APPLICATIONS:** None

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<sup>1</sup> This Application requests interim approval of 80% of monthly fees and assumes continuation of a 20% Monthly Fee holdback.

MANDERSON, SCHAFER & MCKINLAY LLP  
Special Corporate Counsel for Rock & Republic Enterprises, Inc.  
and Triple R, Inc.  
Debtors and Debtors-in-Possession  
4695 MacArthur Court, Suite 1270  
Newport Beach, CA 92660  
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William C. Manderson, Esq.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT NEW YORK

In re:

Chapter 11

ROCK & REPUBLIC ENTERPRISES, INC.,  
et al.,

Case No. 10-11728 (AJG)  
(Jointly Administered)

Debtors.

**FIRST INTERIM FEE APPLICATION OF MANDERSON, SCHAFER &  
MCKINLAY LLP, SPECIAL CORPORATE COUNSEL FOR THE  
DEBTORS, FOR ALLOWANCE OF COMPENSATION AND  
REIMBURSEMENT OF EXPENSES PURSUANT TO SECTIONS 330  
AND 331 OF THE BANKRUPTCY CODE**

**TO: THE HONORABLE ARTHUR J. GONZALEZ  
CHIEF UNITED STATES BANKRUPTCY JUDGE**

Manderson, Schafer & McKinlay LLP ("MSM" or "Applicant"), special corporate counsel for Rock & Republic Enterprises, Inc. ("R&R") and Triple R, Inc. ("Triple R"), debtors and debtors-in-possession (collectively, the "Debtors"), as and for its first interim application for allowance of compensation and reimbursement of actual and necessary expenses (the "Application") on behalf of the Debtors during the period from April 1, 2010 through July 31, 2010 (the "First Interim Period") pursuant to this court's order dated April 30, 2010 establishing procedures for monthly compensation and reimbursement of expenses of professionals ("Monthly Fee Order"), respectfully represents as follows:

## **PRELIMINARY STATEMENT**

1. This Application is made pursuant to Sections 330, 331 and 503(b) of the Bankruptcy Code, Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 adopted by the Executive Office of the United States Trustee issued on January 30, 1996 (the "UST Guidelines"), the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases (the "Amended Guidelines" and, together with the UST Guidelines, the "Fee Guidelines"), and the Monthly Fee Order, for an allowance of actual compensation for professional services rendered by Applicant to the Debtors during the First Interim Period and for reimbursement of actual disbursements and expenses incurred by Applicant during the First Interim Period in connection with the rendering of such professional services.

2. All professional legal services for which compensation is being sought have been performed for the benefit of the Debtors and their estates in connection with these Chapter 11 cases. Applicant is seeking reasonable compensation in the amount of \$93,130.20, representing 80% of the fees incurred through July 31, 2010. Applicant has not incurred any reimbursable expenses through July 31.

3. Pursuant to the Monthly Fee Order entered in these Chapter 11 cases, Applicant has received to date \$70,532.20 representing 80% of the fees incurred through June 30, 2010. This Application is made in order to comply with the provisions of the Monthly Fee Order.

4. This is Applicant's first fee request in these Chapter 11 cases. Applicant was retained as special corporate counsel for the Debtors pursuant to Bankruptcy Code section 327(e), nunc pro tunc to April 1, 2010 by order dated April 30, 2010, a copy of which is annexed hereto as **Exhibit "A"**.

## I. INTRODUCTION

### A. The Applicant

5. Applicant is a limited liability partnership consisting of over five (5) full-time attorneys. Applicant has a separate department consisting of three partners, two counsel, two contract attorneys, and support personnel, which specializes in business transactional matters.

6. Applicant's offices are located at 4695 MacArthur Court, Suite 1270, Newport Beach, CA 92660. A description of the attorneys who rendered professional legal services in these cases is annexed hereto as **Exhibit "B"**. The transactional department of Applicant's law firm have practiced in the corporate, securities, restructuring and transactional law fields for more than thirty-five (35) years and their experience in transactional matters is well-known both locally and nationally.

7. William C. Manderson is the partner of Applicant's law firm responsible for managing the Debtor's general corporate legal matters and effectively serves as the Debtors' general counsel. Mr. Manderson has extensive experience in the area of corporate and transactional law. Prior to founding MSM, Mr. Manderson practiced for several years at major national law firms, including Skadden, Arps, Slate, Meagher & Flom LLP and Paul, Hastings, Janofsky & Walker LLP. Mr. Manderson has also lectured on

various topics involving corporate and transactional law, and has served as an Adjunct Professor of Business Law at Chapman University School of Law.

8. The other partners, counsel and associate attorneys in Applicant's firm who have from time to time rendered services in connection with this case are likewise highly experienced in transactional matters, and all of the attorneys are duly admitted to practice in the courts of the State of California.

## II. PROCEDURAL BACKGROUND

9. On April 1, 2010, (the "Petition Date") each of the Debtors filed a voluntary petition for relief under Chapter 11 the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York, Bowling Green Division (the "Court").

10. The Debtors' Chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b).

11. Since the Petition Date, the Debtors have continued to operate their businesses and manage their affairs and property as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

12. On April 13, 2010, the United States Trustee for the Southern District of New York appointed an Official Committee of Unsecured Creditors (the "Committee"). The Committee has retained Arent Fox LLP as its counsel.

13. The Debtors are a wholesale and retail apparel company specializing in an avant-garde and distinctive line of clothing. Originally started in 2002 by its Chief Executive Officer, Michael Ball, primarily as an American jeans company, the Debtors have expanded their lines to include high fashion clothing for men, women and children

as well as shoes, cosmetics and accessories. The Debtors' merchandise can be found at most high end retail stores such as Nordstrom, Neiman Marcus, Bergdorf Goodman, Bloomingdales, Lord & Taylor, Harvey Nichols and Saks Fifth Avenue, as well as in small upscale boutiques.

14. As of the Petition Date, the Debtors' two largest secured creditors were (and still are) The CIT Group / Commercial Services, Inc. ("CIT") and RKF LLC ("RKF"). The CIT debt consist of amounts due arising from a Factoring Agreement and Inventory Security Agreement. As of the Petition Date, the Debtors owed CIT approximately \$5,700,000 and CIT owed the Debtors approximately \$1,165,000. The CIT indebtedness was secured by a lien on all of the Debtors' assets other than intellectual property.

15. Prior to the Petition Date, the Debtor had borrowed \$15,000,000 (the "RKF Debt") from RKF, which was secured by a lien on all of the Debtors' intellectual property. In accordance with the terms of a security agreement executed by the Debtors, upon default and payment of the loan, RKF would have the right without further notice to the Debtors to sell or assign the Debtors' intellectual property through a public or private sale.

16. As of the Petition Date, the Debtors did not have the funds necessary to pay the RKF Debt plus interest. The Debtors therefore requested that TNSJ prepare and file the Chapter 11 petitions, related documents, and first day motions immediately.

17. The legal services rendered by Applicant, which have been categorized according to topics, are merely highlighted herein to avoid burdening the Court with the day to day minutia concomitant with the proceedings in these Chapter 11 cases. For a

more detailed description of the services performed, Applicant's contemporaneous daily time records are annexed hereto as **Exhibit "C"** and made a part hereof.

18. By this Application, Applicant seeks an allowance of interim compensation pursuant to §§ 330 and 331 of the Bankruptcy Code for professional services rendered by it as special corporate counsel to the Debtors for the First Interim Period.

19. Applicant respectfully submits that the professional services rendered by it to the Debtors were necessary and of significant value to the Debtors and their estates as is more fully set forth below.

20. Applicant has maintained contemporaneous records of the time expended for the professional services performed in connection with the proceedings and of the expenses incurred in rendering its services on behalf of the Debtors. Such records are maintained in the ordinary course of the Applicant's business. Applicant's time records are recorded by project categories based upon the suggested project categories contained in the Fee Guidelines, and provide a detailed description of the services rendered during the First Interim Period.

21. This Application, together with all exhibits hereto, will be filed with the Court and served upon the Office of the U.S. Trustee, the Debtors and counsel to the Committee.

**III. APPLICANT'S LEGAL SERVICES AS ATTORNEYS  
FOR THE DEBTORS AND DEBTORS IN POSSESSION  
DURING THE FIRST INTERIM PERIOD**

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22. The following are the major areas in which Applicant rendered services on behalf of the Debtors in connection with these Chapter 11 cases during the First Interim Period. In addition to the major areas detailed below, Applicant had nearly daily contact with the Debtors' management during the First Interim Period in performing its duties as special corporate counsel to the Debtors:

- (a) Advising the Debtors and their management on corporate governance issues involving California law;
- (b) Advising the Debtors and their management on commercial contracts in the ordinary course of business;
- (c) Negotiating and drafting commercial contracts in the ordinary course of business;
- (d) Advising the Debtor and its management on the legal aspects of certain strategic financing or merger transactions by which the Debtor may fund its exit from bankruptcy;
- (e) Advising the Debtor's Chief Restructuring Officer on issues involving the application of California law to ordinary course of business operations of the Debtor;
- (f) Representing the Debtor in connection with a regulatory matter involving the United States Department of Labor
- (g) Representing the Debtor in connection with ordinary course of business trademark-related matters;
- (h) Meetings with potential strategic partners for the Debtor;
- (i) Meetings with restructuring professionals;
- (j) Miscellaneous services.

#### **IV. LEGAL STANDARDS FOR THE ALLOWANCE OF COMPENSATION SOUGHT**

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23. Applicant is cognizant of the fee setting process which begins with an examination of the extent of professional services rendered. A measure of the quality of the services must be the initial determination of the value of such services. By virtue of the fact that Applicant's practice involves a high concentration of corporate, transactional and restructuring matters, Applicant's fees in many instances are determined by bankruptcy courts and are frequently subject to the criteria for awarding compensation.

24. The contemporaneous time records submitted herewith by Applicant are a direct indication of the time spent in the performance of the professional services during the First Interim Period. Applicant has expended a total of 297.10 hours of professional time during the First Interim Period.

25. By establishing the fair and reasonable value of the services performed by professionals retained pursuant to §§327 and 1104 of the Bankruptcy Code, bankruptcy court fee awards, in effect, have been determined on a case-by-case basis, using an appropriate blended hourly rate for services performed by such professionals. However, federal courts have provided some common criteria for guidance in the area of court awarded fees.

26. The Circuit Court in the case of Johnson v. Georgia Highway Express, 488 F.2d 714 (5th Cir. 1974), first enumerated twelve factors to be considered by courts in order to determine a "reasonable" fee award. These factors were subsequently incorporated in the case of In re First Colonial Corporation of America, 544 F.2d 1291 (5th Cir. 1977), which held that these twelve factors applied to fees awarded pursuant to the Bankruptcy Code. These factors were:

- (i) The time and labor required and spent;
- (ii) The novelty and difficulty of the questions;
- (iii) The skill requisite to perform the legal services properly;
- (iv) The preclusion of other employment by the attorney due to acceptance of the case;
- (v) The customary fees;
- (vi) Whether the fee is fixed or contingent;
- (vii) Time limitations imposed by the client or other circumstances;
- (viii) The amount involved and the results obtained;
- (ix) The experience, reputation and ability of the attorneys;
- (x) The undesirability of the case;
- (xi) The nature and length of the professional relationship with the client; and
- (xii) Awards in similar cases.

27. Subsequently, the United States Supreme Court has made it clear that a court's determination of a reasonable fee award is to be based on the calculation of the lodestar amount which was first articulated by the Third Circuit in the case of Lindy Bros. Builders, Inc. v. American Radiator and Standard Sanitary Corp., 487 F.2d 161 (3rd Cir. 1973). This lodestar amount is presumed to subsume many of the factors articulated by Johnson. Pennsylvania v. Delaware Valley Citizens Counsel for Clear Air, 478 U.S. 546, 566-567, 106 S.Ct. 3088, 92 L.Ed 2d 439 (1986).

28. The lodestar amount is determined by multiplying the number of hours reasonably expended in the case by a reasonable hourly rate.

29. Justice White writing for the majority in the Delaware Valley Citizens case found that although the lodestar amount may be adjusted upward and downward, there is a strong presumption that the lodestar figure represents a "reasonable" fee. Delaware Valley Citizens, 478 U.S. 546 at 565, 566, 106 S. Ct. at 3088, 3098.

30. Courts have generally arrived at the lodestar amount by conducting a three-step process to determine the reasonableness of requests for compensation. First, the Court attempts to ascertain the nature and extent of the services rendered by an applicant. A review of this Application and the schedules annexed clearly reflect the number of hours worked and a description of the services provided during those hours. Second, the Court attempts to assess the value and quality of the services rendered by the applicant. A review of this Application and the schedules annexed reflect the hourly rate of each of the persons providing services and the determined mixed hourly rate therefore. After a review of the first two steps, the Court would determine a reasonable amount of compensation.

31. A court's determination of the lodestar amount must also be based on the contemporaneous time records maintained by the attorney which are synopsized in the fee application. "An attorney . . . who applies for court-ordered compensation in this Circuit for work done after the date of this opinion must document the Application with contemporaneous time records." In re Cena's Fine Furniture, Inc., 109 B.R. 575 (E.D.N.Y. 1990) citing, New York State Ass'n. for Retarded Children, Inc. v. Carey, 711 F.2d 2236, 2248 (2nd Cir. 1983). According to the Second Circuit in Carey, a fee application should specify, for each attorney, the date, the hours expended, and the nature of the work done. However, "the law does not require a fee application the size of boring victorian novel." In re Hotel Associates, Inc., 15 B.R. 487, 488 (Bankr. E.D. Pa. 1981).

32. The time records constitute only a bland review of the services and time expended without description of the pressures and constraints under which Applicant actually has rendered those services. Problems arising in this case were attended to by Applicant at all levels, promptly, expertly and often to the exclusion of other matters in Applicant's firm. Applicant regularly responded to inquiries by numerous persons including the Debtors' management board of directors.

33. It is respectfully submitted that because Applicant has strong expertise in the area of insolvency law and has much experience representing debtors in Title 11 cases that it has been able to perform services and accomplish results in less time than less experienced counsel might consume.

34. Section 330(a) of the Bankruptcy Code provides that a bankruptcy court may award to a professional person employed under section 327:

- (A) reasonable compensation for actual, necessary services rendered by . . . attorney and by any paraprofessional person employed by any such person;
  - (B) reimbursement for actual, necessary expenses.
- (3)(A) In determining the amount of reasonable compensation to be awarded, the court shall consider the value, the extent, and the value of such services, taking into account all relevant factors, including –
- (A) the time spent on such services;
  - (B) the rates charged for such services;
  - (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
  - (D) whether the services were performed within a reasonable amount of time commensurate with the complexity,

importance, and nature of the problem, issues, or task addressed; and

- (E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

35. The concept of an economic spirit in bankruptcy cases, derived from case law under the former Bankruptcy Act, has been vitiated under the Bankruptcy Code. The importance and need for the Bankruptcy Court to attract able and experienced counsel to participate in bankruptcy cases, and to represent and properly discharge their obligations as fiduciaries, is emphasized in all applicable reported decisions under the Bankruptcy Code. See, Matter of Caribou Partnership, III, 152 B.R. 733 (Bankr. N.D. Ind. 1993). The requirement under the Bankruptcy Code is that the Applicant must meet the requirement of reasonableness, as stated by Congress:

Bankruptcy legal services are entitled to commence the same competency of counsel as other cases. In that light, the policy of this section is to compensate attorneys and other professionals serving in a case under Title 11 at the same rate as the attorney or other professional comparable services other than that in a case under Title 11...notions of economy of the estate in fixing fees are outdated and have no place in a Bankruptcy Code.

Statement of Legislative Leaders (House) reprinted in 124 Cong. H. 11089, H 11092 (Daily Ed. Sept. 28, 1978.

36. The rates being charged by Applicant are commensurate with those typically charged by Applicant and, in many instances, less than those typically charged by other firms in the Central District of California as well as those of other nationally – recognized firms. Accordingly, the lodestar amount of fees sought by Applicant (its

customary hourly billing rates multiplied by the reasonable and necessary amount of time spent) is both reasonable and appropriate.

37. Applicant respectfully submits that based upon the above factors the fees requested are reasonable and should be awarded in full. Applicant has already received the sum of \$70,532.60 representing 80% of the fees incurred through June 30, 2010.

38. Applicant submits that the division of time herein among partners, counsel and associates has been consistent with Applicant's overall goal of providing first quality legal representation at a reasonable cost. During the First Interim Period, Applicant's members, counsel, associates and paraprofessionals have devoted an aggregate of 297.1 hours to these cases. The blended hourly rate for the services rendered herein is \$391.85 per hour.

39. In addition, during the First Interim Period, Applicant incurred no out of pocket expenses. A certification as required by the Fee Guidelines is attached hereto as **Exhibit "D"**.

**WHEREFORE**, Applicant respectfully requests that it be awarded (a) a first interim fee in the amount of \$93,130.20, and (b) such other and further relief as this court may deem just and proper.

Dated: Newport Beach, California  
August 31, 2010

MANDERSON, SCHAFER & MCKINLAY LLP

Special Corporate Counsel to Rock & Republic  
Enterprises, Inc. and Triple R, Inc.  
Debtors and Debtors-in-Possession

By:   
William C. Manderson  
4695 MacArthur Court, Suite 1270  
Newport Beach, CA 92660  
(949) 788-1036

**EXHIBIT “A”**

Hearing Date: April 28, 2010  
Hearing Time: 9:30 A.M.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
In re : Chapter 11  
ROCK & REPUBLIC ENTERPRISES, INC., : Case No. 10-11728 (AJG)  
et al., (Jointly Administered)  
Debtors. :  
----- X

**ORDER AUTHORIZING RETENTION OF MANDERSON  
SCHAFER & McKINLAY LLP AS SPECIAL CORPORATE  
COUNSEL TO THE DEBTORS PURSUANT TO 11 U.S.C.  
§§327(e), 328(a) AND 1107**

Upon the application (the "Application") filed by Rock & Republic Enterprises, Inc. and Triple R, Inc., the debtors and debtors-in-possession herein (collectively, the "Debtors"), seeking authorization to employ Manderson Schafer & McKinlay LLP ("MSM") as their special corporate counsel in these Chapter 11 cases and upon the affidavit of Chris Manderson, Esq., duly sworn to on April 5, 2010 (the "Manderson Affidavit"), and the supplemental affidavit of Chris Manderson, Esq., duly sworn to on April 26, 2010 (the "Manderson Supplemental Affidavit"), and no objection having been made to the Debtors' Application; and after due deliberation it appearing that the firm of MSM neither holds nor represents any interest adverse to the Debtors' estates with respect to the matters on which MSM is to be employed and that the employment of MSM is necessary and would be in the best interests of the Debtors' estates; it is

**ORDERED**, that the Debtors, as debtors-in-possession herein, are hereby authorized to appoint and employ MSM as special corporate counsel to represent them as debtors-in-possession on the terms and conditions set forth in the Application, the Manderson Affidavit and the Manderson Supplemental Affidavit in the within proceedings pursuant to §§327(e), 328 and 1107 of the Bankruptcy Code, effective as of April 1, 2010; and it is further

**ORDERED**, that the services that MSM shall provide to the Debtors are non bankruptcy legal services relating to corporate matters such as corporate governance issues involving California law, mergers and acquisitions (excluding those services rendered by bankruptcy counsel in connection which a sale under Section 363 of the Bankruptcy Code), commercial contracts in the ordinary course of the Debtors' business, regulatory matters, labor and employment matters, employee benefits matters, and trademark dispute and enforcement matters, including continuing to represent the Debtors in a pending trademark dispute as well as a regulatory matter with the United States Department of Labor involving an investigation of alleged violation of § 11 of the Fair Labor Standards Act; and it is further

**ORDERED**, that in the event of any conflict between this Order and the pre-petition retainer agreement dated March 31, 2010 (the "Retainer Agreement") between MSM and R&R, this Order will control; and it is further

**ORDERED**, that in the event that MSM increases the rates set forth in the Retainer Agreement, MSM shall provide prior notice of such rate increases to the

Debtors, the Debtors' counsel, Committee counsel and the United States Trustee; and it is further

**ORDERED**, that the services provided by MSM to the Debtors will not duplicate or overlap with the services to be provided by the Debtors' general bankruptcy counsel; and it is further

**ORDERED**, that the compensation of MSM as special corporate counsel to the debtors-in-possession, shall be fixed by this Court after application, in the manner prescribed by §§330 and 331 of the Bankruptcy Code, and all fee applications made by MSM shall comply with the U.S. Trustee's guidelines.

Dated: New York, New York  
April 30, 2010

s/Arthur J. Gonzalez  
ARTHUR J. GONZALEZ  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT "B"**

**ROCK & REPUBLIC ENTERPRISES, INC.**

**HOURS BILLED FROM APRIL 1, 2010 THROUGH JUNE 30, 2010**

<b>ATTORNEY</b>	<b>DATE ADMITTED</b>	<b>RATE</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>80% of AMOUNT</b>
William C. Manderson Partner	2000	\$395	261.15	\$103,154.25	\$82,523.40
Javier Barron Counsel	2004	\$375	21.1	\$7912.50	\$6,330.00
Edward Raskin Counsel	2005	\$360	14.85	\$5,346.00	\$4,276.80
	<b>TOTAL</b>		<b>297.10</b>	<b>\$116,412.75</b>	<b>\$93,130.20</b>

**EXHIBIT "C"**

**Applicant's Time Records**  
**(see attached)**

# MANDERSON, SCHAFER & MCKINLAY LLP

Rock and Republic Enterprises Inc.  
 Attn: Cheryl Moorman  
 3523 Eastham Drive  
 Culver City, CA, 90232

## INVOICE

Date 5/20/2010

Invoice # 92

RE: April 2010 Legal Services

Date	Details	Attorney	Hours	Rate	Amount
4/1/2010	Counseling M. Ball, A. Bernholtz and others re: contracts, financing and next steps; strategize with M. Ball, G. Lurie re: operation of business during transition periods.	Manderson	5	395.00	1,975.00
4/1/2010	Preparing affidavit and reviewing application and order re: Bankruptcy; telephone conferences with J. Makower re: same.	Manderson	2	395.00	790.00
4/2/2010	Multiple conference calls with restructuring team, Rock & Republic executives re: inventory, shipping and financing issues.	Manderson	2	395.00	790.00
4/2/2010	Preparing revisions to affidavit, application and order re: bankruptcy.	Manderson	0.5	395.00	197.50
4/5/2010	Call with C. Arias, W. Darneile (Denimatrix/PCCA/ACG) G. Lurie, G. Silbert re: Denimatrix shipping and related concerns.	Manderson	1	395.00	395.00
4/5/2010	Call with M. Rolnick.	Manderson	0.5	395.00	197.50
4/6/2010	Review VH1 Agreement and Exhibits; conference with R. Eusebio re: Rock's goals for Agreement.	Manderson	2	395.00	790.00
4/6/2010	Review Lockerz Agreement.	Manderson	1	395.00	395.00
4/7/2010	Multiple conference calls with Rock executives and team; conference with J. Kapor re: Distribution Agreement and RFK issues; follow-up correspondence.	Manderson	2	395.00	790.00
4/7/2010	Draft letter to Nordstrom; telephone conference with R. Eusebio re: same.	Manderson	1	395.00	395.00
4/7/2010	Review revised VH1 Agreements and Exhibits; conference with R. Eusebio re: same.	Manderson	1.2	395.00	474.00
4/8/2010	Conference with J. Kapor re: Distribution Agreement and RFK; conference with G. Lurie; draft proposed correspondence with J. Kapor re: Rock- RFK proposals.	Manderson	2.5	395.00	987.50
4/8/2010	Draft proposed revisions to Distribution Agreement.	Manderson	2	395.00	790.00

Please make payments to the account of Manderson, Schafer & McKinlay LLP  
 Union Bank of CA wire instructions: Routing no. 122000496; Account no. 1940005457

Total  
 Retainer  
 Total Due

4695 MacArthur Court, Suite 1270, Newport Beach, CA 92660

T: 949.788.1036 F: 949.743.8310

[www.mandersonllp.com](http://www.mandersonllp.com)

# MANDERSON, SCHAFER & MCKINLAY LLP

Rock and Republic Enterprises Inc.  
 Attn: Cheryl Moorman  
 3523 Eastham Drive  
 Culver City, CA, 90232

RE: April 2010 Legal Services

## INVOICE

Date 5/20/2010

Invoice # 92

Date	Details	Attorney	Hours	Rate	Amount
4/9/2010	Review and comment on last draft of VH1 Agreement.	Manderson	1	395.00	395.00
4/12/2010	Research termination of Distribution Agreement and strategy; review correspondence with Skadden, Arps re: Distribution Agreement and bankruptcy issues; draft reply letter to Skadden Arps; conference with G. Lurie.	Manderson	3.5	395.00	1,382.50
4/12/2010	Conference with Rock executives re: termination of Distribution Agreement; draft Termination Notice.	Manderson	4	395.00	1,580.00
4/12/2010	Review and comment on ADP Agreement.	Manderson	1	395.00	395.00
4/13/2010	Finalize and send 30 day notice of termination of Distribution Agreement; correspondence re: Rock and bankruptcy; call with M. Ball and G. Lurie.	Manderson	2	395.00	790.00
4/14/2010	Correspondence with G. Lurie re: next steps in Distribution Agreement and strategy; correspondence with Skadden Arps re: Distribution Agreement and bankruptcy issues; conference with G. Lurie.	Manderson	2	395.00	790.00
4/14/2010	Review RIM Agreement.	Manderson	0.5	395.00	197.50
4/14/2010	Review RHBH Location Agreement.	Manderson	0.5	395.00	197.50
4/14/2010	Review latest draft of VH1 Agreement and Exhibits.	Manderson	1	395.00	395.00
4/15/2010	Meeting with R. Koral, J. Kapor et al at Buchalter Nemer to negotiate Distribution Agreement and other matters; follow-up meeting at Rock office with M. Ball, A. Bernholz, G. Lurie, J. Steinberg et al.	Manderson	5	395.00	1,975.00
4/15/2010	Review VH1 Agreement and Exhibits; RHBH Agreement.	Manderson	2	395.00	790.00
4/15/2010	Conference call with M. Ball, J. Lee and C. Mason re: VH1 Agreement	Manderson	1	395.00	395.00
4/15/2010	Revise RIM Agreement	Manderson	0.5	395.00	197.50

Please make payments to the account of Manderson, Schafer & McKinlay LLP  
 Union Bank of CA wire instructions: Routing no. 122000496; Account no. 1940005457

Total  
 Retainer  
 Total Due

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# MANDERSON, SCHAFER & MCKINLAY LLP

Rock and Republic Enterprises Inc.  
 Attn: Cheryl Moorman  
 3523 Eastham Drive  
 Culver City, CA, 90232  
 RE: April 2010 Legal Services

## INVOICE

Date 5/20/2010

Invoice # 92

Date	Details	Attorney	Hours	Rate	Amount
4/16/2010	Review and draft NDA's for prospective financing sources; conferences with C. Moorman re: contractual obligations; conferences with Moss Adams re: taxes and tax returns.	Manderson	2	395.00	790.00
4/18/2010	Strategy call with G. Lurie, J. Steinberg; negotiation conference with R. Koral, J. Kapor, V. Durrer.	Manderson	2	395.00	790.00
4/19/2010	Call with M. Ball and G. Lurie to review proposed Rock Confidential Information Memorandum.	Manderson	1	395.00	395.00
4/19/2010	Multiple conference calls with Management Team re: management and financial issues; conference with Moss Adams re: tax and accounting; conference with G. Lurie; review additional agreement mark ups and provide comments.	Manderson	3	395.00	1,185.00
4/19/2010	Review releases for British TV show location and appearance releases.	Manderson	2	395.00	790.00
4/19/2010	Review and revise latest draft of Lockerz Agreement.	Manderson	1	395.00	395.00
4/20/2010	Review and revise Kellwood NDAs.	Manderson	1	395.00	395.00
4/20/2010	Draft affidavits for retention.	Manderson	1	395.00	395.00
4/21/2010	Negotiate and finalize NDAs for Perry Ellis, Levis, HIG, Kellwood; conference with Moss Adams re: tax and accounting issues; status conference with G. Lurie; revise proposed orders and affidavit for MSM retention.	Manderson	3	395.00	1,185.00
4/23/2010	Review and revise updated draft of Lockerz Agreement.	Manderson	0.5	395.00	197.50
4/26/2010	Call with R. Eusebio and T. Evans re: contract claims and issues.	Manderson	0.5	395.00	197.50
4/26/2010	Review Amended and Restated Distribution Agreement Draft; multiple conferences with G. Lurie and J. Kapor; all hands call with R. Koral, J. Kapor, G. Lurie re: Distribution Agreement and Rock- RFK relationship.	Manderson	2.5	395.00	987.50
4/26/2010	Draft letter to US Department of Labor re: labor matters.	Manderson	1	395.00	395.00

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Total  
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**MANDERSON, SCHAFER & MCKINLAY LLP**

**Rock and Republic Enterprises Inc.**  
**Attn: Cheryl Moorman**  
**3523 Eastham Drive**  
**Culver City, CA, 90232**

**RE: April 2010 Legal Services**

**INVOICE**

Date 5/20/2010

Invoice # 92

Date	Details	Attorney	Hours	Rate	Amount
4/27/2010	Conference with A. Spizz re: retention matters; conference with Moss Adams re: audit, tax and accounting issues; conference with office of M. Ball re: M. Traub Agreement; correspondence with CRO and financial advisor re audit.	Manderson	1	395.00	395.00
4/27/2010	Review and provide comments on Platinum Design Group Agreement.	Manderson	1.5	395.00	592.50
4/27/2010	Review and comment on updated draft of VH1 Agreement.	Manderson	1	395.00	395.00
4/27/2010	Conference with US Trustee re: retention issues; e-mails and conferences with J. Makower re: revised order and hearing.	Manderson	1	395.00	395.00
4/28/2010	Conference with J. Makower re: hearing and revisions to retention order.	Manderson	0.2	395.00	79.00
4/30/2010	Conference calls with J. Steinberg, V. Festekjian, M. Ball re: status of contracts, non-disclosure agreements and financing issues; review contracts for parking, sample sale and waivers et al.	Manderson	4	395.00	1,580.00
4/30/2010	Review and comment on latest draft of Lockerz Agreement.	Manderson	0.5	395.00	197.50
4/30/2010	Conference with J. Makower re: retention, Moss Adams audit and Robertson lease.	Manderson	0.3	395.00	118.50

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Total	\$30,296.50
Retainer	\$0.00
<b>Total Due</b>	<b>\$30,296.50</b>

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**Culver City, CA, 90232**

**RE: May 2010 Legal Services**

# **INVOICE**

Date 6/21/2010

Invoice # 97

Date	Details	Attorney	Hours	Rate	Amount
5/1/2010	Review and analyze correspondence from B. Cerda of Department of Labor re: claim for "hot goods".	Raskin	1	360.00	360.00
	"Hot goods" injunction; telephone conference and e-mail correspondence with C. Manderson re: same.	Raskin	0.2	360.00	72.00
	Conference with E. Raskin re: "hot goods" claim.	Manderson	1	395.00	395.00
	Conference call with G. Lurie, V. Festekjian re: RFK negotiations and potential transactions.	Manderson	1	395.00	395.00
	Prepare proposed correspondence to B. Cerda of Department of Labor requesting further time to respond to request for payment.	Raskin		360.00	360.00
5/2/2010	Conference call with G. Lurie, M. Ball, V. Festekjian re: corporate operations, RFK negotiations and interim distribution agreement; strategy for exit transaction.	Manderson	0.6	395.00	237.00
	Review changes to latest draft of RFK interim distribution agreement.	Manderson	0.5	395.00	197.50
5/3/2010	Multiple conference with C. Kladstrup and R. Eusebio re: Robertson lease and retail space.	Manderson	1	395.00	395.00
5/3/2010	Review and revise Atlas contract.	Manderson	1	395.00	395.00
	Review parking agreement and discuss agreement with R. Eusebio.	Manderson	0.5	395.00	197.50
	Review proposed Marcalec contract and discuss with M. Sussman.	Manderson	0.7	395.00	276.50
	Conference with A. Goldstein re: lease assumption and assignment and other contracts.	Manderson	0.3	395.00	118.50
	Conference with M. Ball.	Manderson	0.2	395.00	79.00
	Review Eastham lease and letter of credit provisions; telephone and e-mail correspondence with C. Moorman re: same.	Barron	0.5	375.00	187.50

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**RE: May 2010 Legal Services**

# **INVOICE**

**Date 6/21/2010**

**Invoice # 97**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
5/4/2010	Revise Atlas agreement and discuss with M. Ball and J. Steinberg.	Manderson	1	395.00	395.00
5/5/2010	Meeting with R. Koral and J. Kapor.	Manderson	3	395.00	1,185.00
	Telephone conference with C. Kladstrup and C. Manderson re: assignment of Robertson lease.	Barron	0.25	375.00	93.75
	Meeting at Rock and Republic with M. Ball, A.Bernholz, G. Lurie and V. Festekjian.	Manderson	3.6	395.00	1,422.00
	Draft contracts for Project X.	Manderson	1	395.00	395.00
	Review correspondence from M. Ball and discuss with C. Mason.	Manderson	0.3	395.00	118.50
	Meeting with C. Kladstrup and R. Eusebio re: Robertson Lease.	Manderson	0.5	395.00	197.50
5/6/2010	Correspondence with A. Goldstein, J. Steinburg re: Atlas retention agreement; review comments from Creditors' Committee counsel re: same.	Manderson	0.4	395.00	158.00
	Conference and correspondence with V. Festekjian re: proposed Moss Adams tax/audit engagement.	Manderson	0.2	395.00	79.00
5/7/2010	Conference call with Rock Advisory team.	Manderson	0.6	395.00	237.00
	Review proposed Meyer & Rabin distribution agreement and correspondence with R. Eusebio re: same.	Manderson	1	395.00	395.00
5/8/2010	Review proposed term sheet and provide term sheet and provide markup and comments to J. Steinburg.	Manderson	1	395.00	395.00
	Conferences with J. Steinburg, V. Festekjian re: proposed term sheet.	Manderson	0.5	395.00	197.50
5/9/2010	Conference call re: proposed term sheet, Blue Star.	Manderson	1	395.00	395.00

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**RE: May 2010 Legal Services**

# **INVOICE**

Date 6/21/2010

Invoice # 97

Date	Details	Attorney	Hours	Rate	Amount
5/10/2010	Telephone conference with B. Cerba requesting further information and additional time to respond to Department of Labor's request.	Raskin	0.5	360.00	180.00
	Multiple strategy conference calls with J. Steinburg, G. Lurie, M. Ball and rest of advisory team re: Term Sheets, Blue Star.	Manderson	2.5	395.00	987.50
	Conference call with M. Adams re: proposed tax and audit work and correspondence re: M. Adams re: same.	Manderson	1	395.00	395.00
5/11/2010	Conference call with M. Ball, A. Bernholz, V. Festekjian, G. Lurie, J. Steinburg.	Manderson	1	395.00	395.00
	Review U.S. Department of Labor correspondence, discuss with C. Moorman and draft response letter.	Manderson	1.5	395.00	592.50
	Review amended offer and discuss with transaction team.	Manderson	1	395.00	395.00
	Conference with M. Adams and review proposed M. Adams engagement letters.	Manderson	0.5	395.00	197.50
5/12/2010	Multiple strategy; conference calls with G. Luire, M. Ball, J. Steinburg.	Manderson	2	395.00	790.00
	Review NDAs for Alice + Olivia, Buckle et al.	Manderson	1.7	395.00	671.50
	Draft agreement for Meyer & Rabinsky.	Manderson	1.3	395.00	513.50
	Correspondence and call with G. Lurie re: RFK update.	Manderson	0.5	395.00	197.50
5/13/2010	Draft revised Alice + Olivia proposed agreement.	Manderson	0.7	395.00	276.50
	Draft revised Buckle agreements.	Manderson	1.2	395.00	474.00
	Review Blue Star term sheet; conference call with re: same.	Manderson	1	395.00	395.00

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**RE: May 2010 Legal Services**

# INVOICE

Date 6/21/2010

Invoice # 97

Date	Details	Attorney	Hours	Rate	Amount
	Legal research re: hot goods proposed of the Fair Labor Standards Acts and potential implication of bankruptcy reorganization; further legal research re: complete defenses and apportionment of contractor liability for unpaid wages;	Raskin	3.6	360.00	1,296.00
	Prepare rebuttal letter to Department of Labor's demand for payment of damages.	Raskin	1	360.00	360.00
	Telephone conference with C. Kladstrup re: assignment of Robertson lease.	Barron	0.25	375.00	93.75
5/14/2010	Conference and correspondence with K. Kotler re: Gibson Dunn claims.	Manderson	0.5	395.00	197.50
	Draft and send detailed letter to U.S. Department of Labor re: "hot goods" matter.	Manderson	0.9	395.00	355.50
	E-mail correspondence with C. Moorman re: Eastham letter of credit; telephone correspondence with T. Whitman re: same.	Barron	0.5	375.00	187.50
5/17/2010	Conference with M. Ball, G. Lurie, J. Steinburg re: offers from potential bidders.	Manderson	1.8	395.00	711.00
	Review and discuss Perry Ellis proposal	Manderson	0.5	395.00	197.50
5/18/2010	Multiple strategy conference with J. Steinburg, V. Festekjian, M. Ball and G. Lurie; conference with Blue Star principles.	Manderson	2	395.00	790.00
	Review multiple contracts; conference with R. Eusebio re: contracts.	Manderson	1	395.00	395.00
	Review Gibson Dunn summons, conference with litigation counsel re: same.	Manderson	0.5	395.00	197.50
	Prospective deal conference call with M. Ball, A. Bernholtz, V. Festekjian and G. Lurie.	Manderson	1	395.00	395.00
	Review Robertson lease; e-mail and telephone correspondence with C. Kladstrup re: same.	Barron	1.5	375.00	562.50

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**RE: May 2010 Legal Services**

# **INVOICE**

**Date 6/21/2010**

**Invoice # 97**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
5/19/2010	Settlement negotiations re: New Pacific claims, follow-on calls with G. Lurie and D. Coleman re: status of case.	Manderson	3.2	395.00	1,264.00
	Conference call re: RIK/Socialista lines M. Ball, G. Lurie, V. Festekjian and C. Moorman	Manderson	1.3	395.00	513.50
5/20/2010	Conference call with R. Koral, V. Durrer, J. Steinburg, G. Luire re: proposed transaction, including security and loan extension.	Manderson	2	395.00	790.00
	Telephone and e-mail correspondence with R. Eusebio re: abstract of Robertson lease; telephone conference with M. Townsend re: same	Barron	0.5	375.00	187.50
5/21/2010	Negotiate term sheet with attorney for Blue Star.	Manderson	1	395.00	395.00
	Conference with J. Steinburg and G. Lurie to review and strategize about Blue Star's positions and open issues.	Manderson	0.7	395.00	276.50
	Strategy conference with M. Ball, V. Festekjian, G. Lurie and J. Steinburg.	Manderson	0.5	395.00	197.50
	Draft revised term sheet.	Manderson	1.5	395.00	592.50
5/24/2010	Review term sheet and strategize and Rock owner and restructuring team; review Term Sheet.	Manderson	1	395.00	395.00
	Negotiate and redraft Term Sheet with Blue Star, its counsel and its investment banker.	Manderson	2.6	395.00	1,027.00
	Conference call with G. Lurie re: RFK.	Manderson	0.4	395.00	158.00
	Review Term Sheet mark-ups of 2 potential Mezzanine Lenders.	Manderson	1	395.00	395.00
	Review Robertson lease and lease abstract for same; e-mail and telephone correspondence with R. Eusebio re: same.	Barron	0.5	375.00	187.50
5/25/2010	Conference with M. Ball re: strategy and alternatives.	Manderson	1	395.00	395.00

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**RE: May 2010 Legal Services**

# **INVOICE**

**Date 6/21/2010**

**Invoice # 97**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Negotiate and finalize Term Sheet with Blue Star.	Manderson	2.2	395.00	869.00
	Review proposed Sankaty comments to Term Sheet and discuss with Sankaty counsel.	Manderson	1	395.00	395.00
	Review proposed Crystal Financial LLC comments to agreement and discuss with Crystal Financial counsel.	Manderson	1	395.00	395.00
5/26/2010	Revise Sankaty and Crystal Financial proposed agreements.	Manderson	1.1	395.00	434.50
	Conference with G. Lurie re: Blue Star	Manderson	0.4	395.00	158.00
	Conference with Blue Star and its counsel re: Term Sheet.	Manderson	0.5	395.00	197.50
	Telephone conference with B. Cerdá re: further follow-up questions from Department of Labor; telephone conference with C. Manderson re: same.	Raskin	0.5	360.00	180.00
	Telephone conferences with T. Whitman and C. Moorman re: Eastham letter of credit.	Barron	0.25	375.00	93.75
5/28/2010	Conference call with J. Kapor, G. Lurie re: RFK transaction.	Manderson	1.5	395.00	592.50
	Finalize Sankaty Agreement.	Manderson	0.4	395.00	158.00
	Conference with J. Sutton re:revised NDA.	Manderson	0.5	395.00	197.50
	Conference with G. Lurie re: Rosenthal factoring, et al.	Manderson	0.5	395.00	197.50
	Telephone correspondence with M. Townsend regarding assignment of Robertson lease.	Barron	0.25	375.00	93.75

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<b>Total</b>	<b>\$32,264.00</b>
<b>Retainer</b>	<b>\$0.00</b>
<b>Total Due</b>	<b>\$32,264.00</b>

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**RE: June/July 2010 Services**

# **INVOICE**

**Date 7/19/2010**

**Invoice # 98**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
6/1/2010	Conference with D. Coleman to strategize regarding management of litigation.	Manderson	0.6	395.00	237.00
	Conference with R. Eusebio regarding trademark matters.	Manderson	0.3	395.00	118.50
	Conference with R. Eusebio regarding UK television contracts.	Manderson	0.2	395.00	79.00
	Conference with R. Eusebio regarding bank related matters.	Manderson	0.3	395.00	118.50
	Conference with J. Makower and A. Goldstein regarding trademark issues.	Manderson	0.3	395.00	118.50
	Conference with J. Sutton of Blue Star regarding Letter of Intent.	Manderson	0.5	395.00	197.50
6/1/2010	Telephone conference with I. Goldman regarding Eastham LC.	Barron	0.3	375.00	112.50
6/2/2010	Conference call with R. Koral, J. Kapor, G. Lurie, S. Reimer regarding RFK and Rock & Republic transactions; follow up with conference and correspondence with G. Lurie and J. Steinberg.	Manderson	0.8	395.00	316.00
6/2/2010	Correspondence with R. Eusebio regarding plans for Robertson lease.	Barron	0.2	375.00	75.00
6/3/2010	Blue Star conference call regarding Letter of Intent, followed by internal conference regarding same.	Manderson	2.4	395.00	948.00
	Conference with J. Kapor regarding RFK - Rock & Republic	Manderson	0.4	395.00	158.00
6/3/2010	E-mail and telephone correspondence with C. Manderson regarding Robertson lease.	Barron	0.3	375.00	112.50
6/7/2010	Multiple conferences with G. Lurie, A. Spizz regarding Blue Star LOI and request for M. Ball to sign exclusivity agreement; conference with M. Ball to review agreements; conference with R. Eusebio.	Manderson	4	395.00	1,580.00
6/7/2010	Review and revise Ten Alps releases; conference with C. Manderson regarding same; telephone correspondence with R. Eusebio regarding same.	Barron	1	375.00	375.00

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**RE: June/July 2010 Services**

# **INVOICE**

**Date 7/19/2010**

**Invoice # 98**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
6/8/2010	Multiple conferences with M. Ball; R. Eusebio et al regarding procedural legal matters; distribution agreements.  Review and revise Titan/Celina Production letter.	Manderson	3.2	395.00	1,264.00
6/10/2010	Conference call regarding creditors committee.  Conference call with V. Festekjian regarding corporate contract issues.	Manderson	1	395.00	395.00
6/10/2010	Review and revise Logobox contract; conference with C. Manderson regarding preparation of Articles of Incorporation for new California entity.	Barron	1.5	395.00	592.50
6/11/2010	Conference call with J. Kapor.  Multiple conferences with M. Ball and restructuring team.	Manderson	0.5	395.00	197.50
6/11/2010	Prepare and revise corporate documents; telephone conferences with Gregory Holden offices and CT Corporation; e-mail correspondence with C. Manderson regarding same.	Barron	1.2	375.00	450.00
6/13/2010	Correspondence with R. Eusebio re: Meyer & Rabisky, followed by conference call with M. Ball.  Review Meyer & Rabisky Agreements.	Manderson	1	395.00	395.00
6/14/2010	Multiple conference with R. Eusebio regarding Meyer & Rabinski contract; revise same.  Review Moss Adams retention agreements.  Conference with S. Johnson regarding bank issues.	Manderson	2	395.00	790.00
6/16/2010	Meeting with Rock & Republic Management.  Conference and correspondence with G. Lurie and team regarding Robertson lease.	Manderson	1.2	395.00	474.00

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**RE: June/July 2010 Services**

# **INVOICE**

**Date 7/19/2010**

**Invoice # 98**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
6/16/2010	Review lease guaranty for Rodeo lease; research regarding California surety law; telephone conference with C. Manderson and C. Spizz regarding same.	Barron	1.7	375.00	637.50
6/17/2010	Correspondence and conference R. Eusebio regarding contracts.	Manderson	0.8	395.00	316.00
	Review contracts for the The Hills (television reality show), to lease Robertson location for show.	Manderson	2.5	395.00	987.50
	Multiple conferences with M. Ball and D. Coleman regarding litigation.	Manderson	1.8	395.00	711.00
6/17/2010	Telephone conferences with G. Lurie and C. Manderson regarding Robertson lease; e-mail correspondence with M. Townsend regarding same.	Barron	1.2	375.00	450.00
6/18/2010	Further conferences with M. Ball et al regarding litigation and Robertson lease.	Manderson	1.5	395.00	592.50
6/18/2010	Review Nexcom agreement; telephone conference with R. Eusebio regarding same.	Barron	1	395.00	395.00
6/21/2010	Draft fee application.	Manderson	1	395.00	395.00
	Draft term sheet for RFK.	Manderson	1	395.00	395.00
6/21/2010	Review publication for Nexcom agreement; telephone conference with R. Eusebio regarding same.	Barron	1.2	375.00	450.00
6/22/2010	Conference call with Blue Star regarding diligence and exclusivity, follow up call with restructuring team.	Manderson	2	395.00	790.00
	Conference call with Lululemon broker regarding Robertson property; followed by conference with G. Lurie regarding same.	Manderson	1.5	395.00	592.50
6/22/2010	Telephone conferences with M. Townsend and C. Manderson regarding assignment of Robertson lease	Barron	0.5	375.00	187.50

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**Total  
Retainer  
Total Due**

**4695 MacArthur Court, Suite 1270, Newport Beach, CA 92660  
T: 949.788.1036 F: 949.743.8310  
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**Rock and Republic Enterprises Inc.**  
**Attn: Cheryl Moorman**  
**3523 Eastham Drive**  
**Culver City, CA, 90232**

**RE:** June/July 2010 Services

# INVOICE

Date 7/19/2010

Invoice # 98

Date	Details	Attorney	Hours	Rate	Amount
6/23/2010	Conferences with M. Ball, V. Festekjian, J. Steinberg et al regarding committee issues.	Manderson	1	395.00	395.00
	Further conference with M. Ball; conference with V. Festekjian and G. Lurie regarding strategic options.	Manderson	3	395.00	1,185.00
6/24/2010	Multiple conferences with M. Ball regarding contract and strategy matters.	Manderson	1.5	395.00	592.50
	Conference with G. Lurie et al regarding Blue Star.	Manderson	1	395.00	395.00
	Telephone conference with J. Barron regarding Robertson lease.	Manderson	0.3	395.00	118.50
6/24/2010	Telephone conference with C. Manderson regarding Robertson lease.	Barron	0.3	375.00	112.50
6/25/2010	Multiple conference calls with G. Lurie and A. Goldstein regarding Standstill Agreement and related documents; provide comments on same.	Manderson	1	395.00	395.00
6/28/2010	Multiple conferences with M. Ball and D. Coleman regarding litigation.	Manderson	1.5	395.00	592.50
6/29/2010	Multiple conference with G. Lurie, Blue Star and M. Ball et al regarding Blue Star transaction.	Manderson	2	395.00	790.00
	Conference call with V. Festekjian.	Manderson	1.5	395.00	592.50
	Review Blue Star comments to Letter of Intent and Standstill Agreement.	Manderson	1.3	395.00	513.50
	Conference with R. Eusebio regarding Denim Matrix.	Manderson	0.8	395.00	316.00
6/30/2010	Conference call with M. Ball, G. Lurie, J. Steinberg and C. Manderson.	Manderson	0.5	395.00	197.50
6/30/2010	Review JOOR contract; telephone correspondence with R. Eusebio regarding same.	Barron	0.2	395.00	79.00

Please make payments to the account of **Manderson, Schafer & McKinlay LLP**  
 Union Bank of CA wire instructions: Routing no. 122000496; Account no. 1940005457

Total	\$25,603.50
Retainer	\$0.00
<b>Total Due</b>	<b>\$25,603.50</b>

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**Rock and Republic Enterprises Inc.**  
**Attn: Cheryl Moorman**  
**3523 Eastham Drive**  
**Culver City, CA, 90232**

**RE: Legal Services July 2010**

# **INVOICE**

**Date 8/20/2010**

**Invoice # 100**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
7/1/2010	Conference call with M. Ball, J. Steinberg and V. Festekjian regarding Blue Star and alternatives.	Manderson	1	395.00	395.00
	Conference with G. Lurie, V. Festekjian and N. Agakanian regarding Quetico.	Manderson	0.5	395.00	197.50
	Review e-mail correspondence from C. Johnson regarding company roll out of confidentiality agreement and response from employees thereto; prepare response regarding same.	Raskin	0.1	360.00	36.00
7/2/2010	Conference call with J. Steinberg regarding transactions.	Manderson	0.5	395.00	197.50
	Conference call with C. Mason regarding Quetico.	Manderson	0.1	395.00	39.50
	Review BNC and PMK contracts; e-mail and telephone correspondence with R. Eusebio regarding BNC and PMK contracts.	Barron	1.4	375.00	525.00
	Conference call with J. Kapor (R. Koral attorney) regarding status of negotiations and potential transactions; update restructuring team regarding same.	Manderson	0.5	375.00	187.50
7/6/2010	Conference call with A. Spizz regarding restructuring issues, R. Koral, Robertson lease.	Manderson	0.2	395.00	79.00
	Conference call with C. Mason regarding Robertson lease; meetings.	Manderson	0.2	395.00	79.00
	Emil correspondence with R. Eusebio regarding review and revise of vendor non-disclosure agreements; prepare revisions to same.	Raskin	1	360.00	360.00
7/7/2010	Conference call with V. Festekjian regarding Robertson lease.	Manderson	0.2	395.00	79.00
	Conference call with G. Lurie regarding financing, Robertson lease offer.	Manderson	0.3	395.00	118.50
	Review Lululemon term sheet and strategize with J. Barron regarding same.	Manderson	0.5	395.00	197.50
	Conference with G. Lurie regarding Robertson proposal.	Manderson	0.3	395.00	118.50

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Union Bank of CA wire instructions: Routing no. 122000496; Account no. 1940005457

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**RE: Legal Services July 2010**

# **INVOICE**

**Date 8/20/2010**

**Invoice # 100**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Conference call with C. Mason regarding confidentiality agreements.	Manderson	0.2	395.00	79.00
	Conference with E. Raskin regarding Confidentiality Agreement and employee issues.	Manderson	0.3	395.00	118.50
	Review proposal regarding Robertson lease.	Barron	0.5	375.00	187.50
	E-mail and telephone correspondence with C. Manderson regarding lease proposal.	Barron	0.5	375.00	187.50
	E-mail correspondence with C. Manderson and C. Johnson regarding A. McQuigg and NDA matter.	Raskin	0.1	360.00	36.00
7/8/2010	Meeting at Rock & Republic office with M. Ball, A. Bernholtz, G. Lurie, V. Festekjian, M. Rolnick and N. Agakanian regarding manufacturing and distribution.	Manderson	1	395.00	395.00
	Meeting at Rock & Republic office with M. Ball, A. Bernholz, E. Bromberg, G. Lurie, V. Festekjian regarding sales and company strategy.	Manderson	1.5	395.00	592.50
	Conference call with G. Lurie, J. Barron Robertson lease.	Manderson	1	395.00	395.00
	Review proposed lease and other agreements and discuss with M. Ball.	Manderson	1.5	395.00	592.50
	Telephone conference with C. Manderson regarding Robertson lease assignment; e-mail correspondence with M. Ball regarding proposal from Lululemon.	Barron	1	375.00	375.00
	E-mail correspondence with M. Ball regarding proposal from Lululemon.	Barron	0.2	375.00	75.00
	Telephone conference with A. McQuigg regarding failure to execute NDA and complaints regarding communication within company; telephone conference with C. Johnson regarding same; further e-mail correspondence with M. Ball regarding options for dealing with A. McQuigg situation.	Raskin	1.5	360.00	540.00

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RE: Legal Services July 2010

# INVOICE

Date 8/20/2010

Invoice # 100

Date	Details	Attorney	Hours	Rate	Amount
7/9/2010	Review e-mail correspondence with C. Johnson and C. Manderson regarding proposed memorandum of company confidentiality expectations.	Raskin	0.1	360.00	36.00
7/12/2010	Conference with V. Festekjian regarding Quetico.  Conference call with E. Bromberg regarding distribution issues.  Conference call with C. Mason regarding discussions between M. Ball and landlord.  Telephone conference with M. Ball regarding Robertson lease assignment.  Correspondence and conference with C. Moorman regarding DeNovo PC.	Manderson	0.3	395.00	118.50
7/13/2010	Conference call with R. Eusebio regarding various agreements.  Review Gores term sheet.  Review Lululemon proposal regarding Robertson lease conferences with C. Kladstup and G. Silbert regarding Lululemon proposal and Robertson lease.  Conference call with M. Ball, J. Steinberg, V. Festikigian et al regarding Gores term sheet and restructuring issues.	Manderson	0.2	395.00	79.00
7/14/2010	Conference call with J. Kapor regarding R. Koral.  Conference call with M. Ball regarding restructuring issues.  Conference call with G. Lurie regarding status of litigation.  Conference with M. Ball, G. Lurie, V. Festikigian et al regarding status of restructuring, exclusivity, litigation, claims against estate, factoring, CIT and R. Koral.  E-mail correspondence with C. Manderson and R. Eusebio regarding showroom lease; review same.	Manderson	0.75	395.00	296.25
		Barron	0.2	395.00	79.00
		Manderson	0.3	395.00	118.50
		Manderson	0.5	395.00	197.50
		Manderson	1	395.00	395.00
		Barron	0.5	375.00	187.50

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**RE: Legal Services July 2010**

# INVOICE

Date 8/20/2010

Invoice # 100

Date	Details	Attorney	Hours	Rate	Amount
	E-mail correspondence with C. Johnson regarding A. McQuigg; e-mail correspondence with M. Calkins regarding correspondence with Travelers insurance coverage counsel.	Raskin	0.1	360.00	36.00
7/16/2010	Conference call with G. Lurie regarding R. Koral and Canada issues.	Manderson	0.4	395.00	158.00
	Conference call with M. Ball regarding Quetico and R. Koral	Manderson	0.3	395.00	118.50
	Conference call with J. Steinberg and V. Festekjian regarding Gores term sheet.	Manderson	1	395.00	395.00
	Draft response to Gores term sheet for Rock & Republic.	Manderson	2	395.00	790.00
	Draft distribution memo regarding revisions to Rock & Republic term sheet same.	Manderson	1.2	395.00	474.00
7/19/2010	Multiple conference calls with V. Festekjian regarding Simms- Sigal, CBS billboard and contract matters.	Manderson	0.8	395.00	316.00
	Multiple conference call with G. Lurie regarding Simms- Sigal, M. Traub, CBS billboard and contract matters.	Manderson	1.5	395.00	592.50
	Conference call with R. Spielberg regarding Simms-Sigal orders and cancellations.	Manderson	0.5	395.00	197.50
	Conference call with M. Ball, J. Steinberg, V. Festekjian et al regarding further revisions to Rock & Republic's response to Gores term sheet.	Manderson	0.5	395.00	197.50
	Conference call with A. Spizz regarding M. Traub, Simms-Sigal, CBS billboard contract issues.	Manderson	0.3	395.00	118.50
7/20/2010	Multiple conference calls with G. Lurie regarding M. Traub & Associates, Simms-Sigal, CIT and Rosenthal.	Manderson	0.8	395.00	316.00
	Conference call with C. Mason regarding showroom lease.	Manderson	0.1	395.00	39.50
<b>Please make payments to the account of Manderson, Schafer &amp; McKinlay LLP Union Bank of CA wire instructions: Routing no. 122000496; Account no. 1940005457</b>					<b>Total Retainer Total Due</b>

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Date 8/20/2010

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Date	Details	Attorney	Hours	Rate	Amount
	Conference call with R. Speilberg regarding Simms-Sigal negotiations.	Manderson	0.3	395.00	118.50
7/21/2010	Conference call with J. Steinberg regarding Gores proposal.	Manderson	0.1	395.00	39.50
	Conference call with A. Spizz regarding contract issues, Rock & Republic exclusivity.	Manderson	0.1	395.00	39.50
	Telephone and e-mail correspondence with R. Eusebio regarding showroom lease.	Barron	0.5	375.00	187.50
7/22/2010	Conference call with A. Spizz regarding extensions of exclusivity, new showroom lease, Distribution Agreement rejection.	Manderson	0.9	395.00	355.50
	Multiple calls with J. Barron, R. Eusebio, A. Goldstein regarding showroom.	Manderson	0.7	395.00	276.50
	Conference call with G. Lurie regarding Distribution Agreement rejection.	Manderson	0.2	395.00	79.00
	Review letter from L. Sigal (Simms-Sigal) regarding Canada Distribution Agreement; conference call with M. Ball regarding same.	Manderson	0.5	395.00	197.50
	Conference call with C. Manderson and R. Eusebio regarding showroom lease.	Barron	0.3	375.00	112.50
	Review new showroom lease; compare with prior showroom lease.	Barron	1.5	375.00	562.50
	Telephone conference with C. Manderson and A. Goldstein regarding showroom lease.	Barron	0.4	375.00	150.00
7/23/2010	Conference call with A. Spizz regarding distribution agreement.	Manderson	0.3	395.00	118.50
	Review Simms Sigal documents regarding distribution agreement and related correspondence.	Manderson	1.2	395.00	474.00
	Conference call with R. Speilberg regarding Simms Sigal contract.	Manderson	0.3	395.00	118.50

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**Date 8/20/2010**

**Invoice # 100**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Conference call with G. Lurie regarding Quetico, Simms-Sigal issues.	Manderson	0.5	395.00	197.50
	Multiple conference calls with J. Kapor regarding R. Koral.	Manderson	1	395.00	395.00
	Conference call with C. Mason regarding M. Ball and proof of claim.	Manderson	0.1	395.00	39.50
7/26/2010	Meeting at Rock & Republic with M. Ball, V. Festikigian, G. Lurie regarding operational issues and R. Koral.	Manderson	3.5	395.00	1,382.50
	Conference call with G. Lurie regarding R. Koral deal.	Manderson	0.5	395.00	197.50
	Conference with J. Kapor (R. Koral attorney) regarding close-out and catch up units.	Manderson	0.5	395.00	197.50
7/27/2010	Review and conference with R. Eusebio regarding Filming Location Agreement.	Manderson	0.8	395.00	316.00
	Conference call with R. Eusebio regarding showroom lease issues.	Manderson	0.3	395.00	118.50
	Conference call with G. Lurie regarding R. Koral deal.	Manderson	0.3	395.00	118.50
	Multiple conferences with V. Festekjian, M. Ball regarding inventory and pricing issues.	Manderson	1	395.00	395.00
	Conference call with E. Raskin regarding employment issues.	Manderson	0.5	395.00	197.50
	Conference call with A. Spizz regarding contracts.	Manderson	0.1	395.00	39.50
	Conference call with R. Eusebio regarding Filming Location Agreements and related matters.	Manderson	0.3	395.00	118.50
	Conference call with V. Festekjian regarding multiple agreements and contracts.	Manderson	0.7	395.00	276.50

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**RE:** Legal Services July 2010

# INVOICE

Date 8/20/2010

Invoice # 100

Date	Details	Attorney	Hours	Rate	Amount
	E-mail correspondence with C. Manderson regarding new Hot Goods letter from Department of Labor and strategy for responding to same; telephone conference with B. Cerda; further e-mail correspondence with C. Manderson regarding Department of Labor re-issuing demand but refusing to file a claim to bankruptcy.	Raskin	1	360.00	360.00
7/28/2010	Multiple conference calls with G. Lurie regarding Quetico inventory and close out pricing.	Manderson	1.2	395.00	474.00
	Conference call with M. Ball, E. Raskin regarding confidentiality measures and releases.	Manderson	0.5	395.00	197.50
	Review drafts of release, confidentiality agreement with Rock & Republic employees.	Manderson	1.5	395.00	592.50
	Conference call with G. Lurie, V. Festikjian, M. Ball regarding Quetico.	Manderson	1.3	395.00	513.50
	Further conferences with G. Lurie regarding bankruptcy process, business operations.	Manderson	1	395.00	395.00
	Telephone conference with M. Ball and C. Manderson regarding employee termination; review options and provide advice regarding termination; prepare talking points for M. Ball and severance agreement.	Raskin	1.2	360.00	432.00
7/29/2010	Conference call with all advisors regarding Creditors Committee inquires.	Manderson	0.5	395.00	197.50
	Multiple conference calls with M. Ball regarding Quentico, general corporate matters.	Manderson	1.2	395.00	474.00
	Multiple conference calls with R. Eusebio regarding W. Morris contracts.	Manderson	0.4	395.00	158.00
	Multiple conference calls with R. Spielberg regarding RFK deal.	Manderson	0.5	395.00	197.50
	Conference call with J. Kapor regarding RFK deal.	Manderson	0.3	395.00	118.50
	Conference call with E. Raskin regarding employment contracts.	Manderson	0.2	395.00	79.00

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# **INVOICE**

**Date 8/20/2010**

**Invoice # 100**

<b>Date</b>	<b>Details</b>	<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Conference call with R. Speilberg regarding RFK transaction.	Manderson	0.3	395.00	118.50
	Conference call with A. Spizz regarding Creditors Committee issues.	Manderson	0.3	395.00	118.50
	Conference call with R. Eusebio regarding contracts.	Manderson	0.1	395.00	39.50
	Conference call with R. Speilberg regarding distribution of products.	Manderson	0.1	395.00	39.50
	Conference call with M. Ball regarding creditor matters, status of negotiations with financing partners.	Manderson	0.5	395.00	197.50
	Conference call with M. Ball, G. Lurie, R. Speilberg, V. Festikigian, A. Spizz and A. Goldstein regarding strategy.	Manderson	1	395.00	395.00
	Conference call with R. Eusebio regarding William Morris agreement.	Manderson	0.5	395.00	197.50
	Conference with "If I can Dream" production counsel regarding location agreement and releases.	Manderson	0.5	395.00	197.50
	All-hands multiple calls with various members of restructuring team regarding status of M&A deals, List of questions from Creditors Committee counsel.	Manderson	2.3	395.00	908.50
	Conference call with G. Lurie regarding Rock & Republic responses to inquires.	Manderson	0.1	395.00	39.50
	Conference call with R. Eusebio regarding Filming Location Agreement.	Manderson	0.2	395.00	79.00
	Conference call with R. Speilberg regarding product distribution issues.	Manderson	0.5	395.00	197.50
	Conference call with G. Lurie regarding operational issues and cash flow.	Manderson	0.5	395.00	197.50
	Conference call with counsel for TV Production regarding Rock & Republic Robertson property.	Manderson	0.2	395.00	79.00

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# INVOICE

Date 8/20/2010

Invoice # 100

Date	Details	Attorney	Hours	Rate	Amount
	Conference call with A. Spizz, G. Lurie regarding New Pacific litigation.	Manderson	0.5	395.00	197.50
	Further conference call with counsel for TV Production and Rock & Republic Robertson property.	Manderson	0.3	395.00	118.50
7/30/2010	E-mail correspondence with M. Ball regarding follow-up to employee termination; further conference regarding offer of employment to executive and review offer contract regarding same; provide comments regarding revisions thereto.	Raskin	1.5	360.00	540.00
7/31/2010	Conference calls with R. Eusebio, J. Lee regarding William Morris claim and contract.	Manderson	0.5	395.00	197.50
	Multiple conference calls with V. Festekjian regarding Quetico and financing issues.	Manderson	1.5	395.00	592.50
	Multiple conference calls with G. Lurie regarding New Pacific, Quetico and William Morris.	Manderson	0.8	395.00	316.00

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Total	\$28,255.50
Retainer	\$0.00
<b>Total Due</b>	<b>\$28,255.50</b>

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**EXHIBIT "D"**

MANDERSON, SCHAFER & MCKINLAY LLP  
Special Corporate Counsel for Rock & Republic Enterprises, Inc.  
and Triple R, Inc.  
Debtors and Debtors-in-Possession  
4695 MacArthur Court, Suite 1270  
Newport Beach, CA 92660  
(949) 788-1036  
William C. Manderson, Esq.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT NEW YORK

-----x  
In re: Chapter 11  
ROCK & REPUBLIC ENTERPRISES, INC., Case No. 10-11728 (AJG)  
et al., (Jointly Administered)  
Debtors.  
-----x

**CERTIFICATION PURSUANT TO GUIDELINES FOR FEES AND  
DISBURSEMENTS FOR PROFESSIONALS IN SOUTHERN DISTRICT  
OF NEW YORK BANKRUPTCY CASES IN SUPPORT OF FIRST  
INTERIM FEE APPLICATION OF MANDERSON, SCHAFER &  
MCKINLAY LLP**

WILLIAM C. MANDERSON, certifies as follows:

1. I am a member of Manderson, Schafer & McKinlay LLP ("Applicant" or "MSM") and I am admitted to practice before, among others, the Courts of the State of California and the United States District Courts for the Central District of California.
2. I make this certification in support of the application (the "Application") of MSM for its First Interim Fee award of compensation for services rendered as special corporate counsel to Rock & Republic Enterprises, Inc. and Triple R, Inc. (collectively, the "Debtors") pursuant to the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases (the "Amended

Guidelines") and the Guidelines For Reviewing Applications For Compensation and Reimbursements of Expenses Filed Under 11 U.S.C. § 330 promulgated by the Executive Office of the United States Trustee (the "UST Guidelines"). I am a professional designated by MSM with the responsibility for compliance with the Amended Guidelines and the UST Guidelines.

3. I have read the Application and to the best of my knowledge, information and belief, formed after reasonable inquiry, the Application complies with the requirements set forth in the Amended Guidelines and the UST Guidelines. To the best of my knowledge, information and belief formed after reasonable inquiry, the fees and disbursements sought fall within the Amended Guidelines and the UST Guidelines, as set forth in the Application and in the exhibits annexed thereto. The fees and disbursements sought by Applicant are billed at rates and in accordance with the practices customarily employed by Applicant and generally accepted by Applicant's clients.

4. The Debtors, the U.S. Trustee and Committee counsel have been provided with statements of fees and disbursements accrued during the First Interim Period.

Dated: Newport Beach, California  
August 31, 2010

  
\_\_\_\_\_  
William C. Manderson